

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

The Fratelli Group  
1300 Connecticut Avenue, Suite 950  
Washington, DC 20036

**2. Registration No.**

5867

**3. Name of Foreign Principal**

Government of the Republic of Singapore

**4. Principal Address of Foreign Principal**

Embassy of the Republic of Singapore  
3501 International Place, NW  
Washington, DC 20008

**5. Indicate whether your foreign principal is one of the following:**

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

Embassy of the Republic of Singapore

**b) Name and title of official with whom registrant deals**

Ms. Siti Nurasyikin Azman, First Secretary (Information)

**7. If the foreign principal is a foreign political party, state:****a) Principal address**

N/A

**b) Name and title of official with whom registrant deals** N/A**c) Principal aim** N/A

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 09, 2018	Francis O'Brien, Principal	/s/ Francis O'Brien eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Fratelli Group

2. Registration No.

5867

3. Name of Foreign Principal

Government of the Republic of Singapore

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

This is a two-year contract (with the option to extend one additional year) for media / public relations consultancy services. Communications consulting services to be rendered include: media monitoring, strategic counsel, message and materials development, and media and public outreach support.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Communications services to be rendered include: strategic counsel, message and materials development, and media and public outreach support, which may include:

- Monitor news of interest to the foreign principal
- Provide advice and counsel on media strategy
- Create a message framework and talking points
- Develop a communications strategy
- Contact members of the media
- Coordinate interviews with members of the media
- Write and/or disseminate materials including, press releases, media advisories, fact sheets, etc.
- Contact potential third-party spokespersons and opinion leaders

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The Registrant's activities on behalf of the foreign principal will focus on media monitoring and counsel, as well as raising awareness and deepening understanding of Singapore as a longstanding and strategic partner of the United States among key stakeholder groups, including the U.S. government and its agencies, Congress, media and thought leaders. These activities may include communications with representatives of various media on behalf of the Government of the Republic of Singapore relating to legislation and congressional actions, and actions by the Executive Branch and U.S. Government agencies that may affect or relate to the interests of the foreign principal.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 09, 2018	Francis O'Brien, Principal	/s/ Francis O'Brien
		eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

**RESTRICTED**

27 February 2018

Mr Francis O'Brien  
President  
The Fratelli Group  
1300 Connecticut Avenue NW  
Suite 950  
Washington DC 20036

Dear Mr O'Brien,

**LETTER OF ACCEPTANCE FOR MEDIA/PUBLIC RELATIONS  
CONSULTANCY SERVICES**

Please refer to our website notice (Tender Reference: FOR000ETT17300039) dated 14 December 2017 and your proposal dated 18 January 2018.

2 We are pleased to inform you that your proposal to provide media/public relations consultancy services has been accepted at a total cost of USD 432,000 (excluding VAT) for a period of two years. The Embassy may also exercise an option to extend the contract for one more year for USD 216,000. The monthly rate for these services will be USD 18,000. The contract will commence 01 March 2018.

Scope of Work

3 The Fratelli Group shall provide the services as specified in the proposal and in Annex D (Requirement Specifications) of the Tender Documents.

Payment Terms

4 As agreed the Embassy will make payment on a monthly basis, at the end of each month after it has been billed to the Embassy.

Tender Reference: FOR000ETT17300039



Page 1 of 3

**RESTRICTED**

**Acceptance**

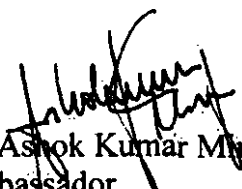
5 This Letter of Acceptance is sent in duplicate. Please return one original copy signed and witnessed to:

Ms Siti Nurasyikin Azman  
3501 International Place, NW  
Washington DC 20008

6 In addition, please return the following documents (attached), initialled on all pages and signed and witnessed where necessary:

- a) Annex C – Conditions of Contract
- b) Annex E – Contract Agreement

Yours Sincerely

  
Mr Ashok Kumar Mirpuri  
Ambassador  
Embassy of the Republic of Singapore

Tender Reference: FOR000ETT17300039



Page 2 of 3

**RESTRICTED**

I acknowledge receipt of this contract and the terms and conditions stated herein:

<u>FRANCIS BRIEN 2.27.18</u> Authorised Signature & Date	<u>[Signature] 2/27/18</u> Signature of Witness & Date
<u>Francis O'Brien</u> Name of Authorised Signatory	<u>Jennifer Cummings</u> Name of Witness
<u>Principal</u> Designation	<u>Principal</u> Designation
<u>The Fratelli Group</u> Organisation	<u>The Fratelli Group</u> Organisation
<u>(202) 822-9491</u> Contact Number	<u>(202) 494-2131</u> Contact Number
<u>The Fratelli Group</u> Company Stamp	

Tender Reference: FOR000ETT17300039

F.B.

Page 3 of 3

## CONDITIONS OF CONTRACT (SERVICES)

### 1. DEFINITIONS AND INTERPRETATION.

1.1 In these Conditions of Contract, unless the context otherwise requires:

- (a) "Contract" means the contract for Services made between the Government and the Contractor as a result of the Government's acceptance of the Contractor's Tender Offer, and which terms are contained in the following: the Contractor's Tender Offer, Instructions to Tenderers, Conditions of Contract, Requirement Specifications, Letter of Acceptance, and any Purchase Orders issued by the Government for the supply of the Services.
- (b) "Contractor" means the successful Tenderer who has been awarded the Contract by the Government.
- (c) "Government" means the Government of the Republic of Singapore as represented by its Ministry of Foreign Affairs and the Singapore Embassy in Washington D.C. and shall include any officer authorized by the Government to act on its behalf.
- (d) "Intellectual Property" shall mean any legally enforceable rights, worldwide under statute or common law in respect of inventive subject matter or original works of authorship, including, but not limited to, inventions, designs, whether registered or not, patents, copyrights (including mask works), trademarks and trade secrets, discoveries, improvements, technology, designs mask works, technical information, data, software, business information and other information.
- (e) "Services" means the work which the Contractor is required to perform under the Contract, as indicated in Annex D of the Tender.
- (f) "Tenderer" means a person or his permitted assigns offering to supply the services.
- (g) "Tender Offer" means a Tenderer's offer which shall be in the form of the Form of Tender Offer and all other documents submitted in connection therewith.
- (h) "Party" means either the Government or the Contractor as the context may require and "Parties" means the Government and the Contractor.

1.2 Words importing the singular include the plural and vice versa where the context requires, and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

1.3 The headings are for convenience only and shall not be taken into consideration in the interpretation or construction of the Contract.

**Annex C**

- 1.4 Unless otherwise provided, a reference to any statute or legislation shall be deemed to be a reference to such statute or legislation as amended from time to time and shall be deemed to include any subsidiary legislation made thereunder.
- 1.5 Any reference to "person" includes any natural person, company, association or body of persons, whether corporate or unincorporated.
- 1.6 Any reference to "month" means a calendar month, and any reference to "day" means a calendar day.
- 1.7 All references herein to clauses, unless otherwise expressly stated, are references to clauses numbered in these Conditions of Contract and not to those in any other document forming part of the Contract. Where a clause number is quoted, then reference is being made to the clause bearing that clause number and to all the sub clauses, if any, under that same clause number.
- 1.8 Where a clause or provision number is stated without a description of any document then it refers to the provision so numbered in the document where the reference appears.
- 1.9 ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED BY CONTRACTOR OR INCLUDED IN CONTRACTOR'S ACKNOWLEDGMENT HEREOF ARE HEREBY OBJECTED TO BY GOVERNMENT AND HAVE NO EFFECT UNLESS EXPRESSLY ACCEPTED IN WRITING BY A GOVERNMENT PROCUREMENT REPRESENTATIVE.
- 1.10 This Contract integrates, merges, and supersedes any contemporaneous and prior offers, understandings, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- 1.11 Contractor's acknowledgement, acceptance of payment, or commencement of performance, shall constitute Contractor's unqualified acceptance of this Contract.
- 1.12 Any assignment of Contractor's contract rights or delegation of duties shall be void, unless prior written consent is given by Government. A change of control of Contractor shall constitute an impermissible assignment. However, Contractor may assign rights to be paid amounts due, or to become due, to a financing institution if Government is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned to an assignee shall be subject to setoffs or recoupment for any present or future claims of Government against Contractor. Government shall have the right to make settlements and/or adjustments in price without notice to the assignee. Government may freely assign this contract.



**Annex C**

**2 SCOPE OF CONTRACT.** The Contractor shall with due care and diligence:

- 2.1 Carry out and complete all Services in accordance with the Contract; and
- 2.2 Do all things necessary or reasonably to be inferred from the Contract.
- 2.3 Contractor's relationship to Government shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between Government and Contractor or Government and Contractor personnel. Contractor personnel engaged in performing Services under this Contract shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of Government. Contractor assumes full responsibility for the actions and supervision of such personnel while engaged in Services under this Contract. Government assumes no liability for Contractor personnel.
- 2.4 Nothing contained in this Contract shall be construed as granting to Contractor or any personnel of Contractor rights under any Government benefit plan. Contractor shall provide and maintain all insurance and benefits required by law, including but not limited to workers' compensation insurance.
- 2.5 Contractor personnel: (i) will not remove Government's assets from Government's premises without Government written authorization; (ii) will use Government assets only as authorized in writing by the Government Procurement Representative for purposes of this Contract; (iii) will only connect with, interact with or use Government's computer networks and equipment, communication resources, programs, tools or routines as Government agrees, all at Contractor's risk and expense, and then only in compliance with applicable Government policies; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Government may monitor any communications made over or data stored in Government computer networks and equipment or communications resources.
- 2.6 GOVERNMENT SHALL NOT BE LIABLE FOR ANY OF CONTRACTOR'S INCREASED COSTS OF PERFORMANCE THAT RESULT FROM CONTRACTOR'S IMPLEMENTATION OF CHANGES OR MODIFICATIONS THAT GOVERNMENT'S PROCUREMENT REPRESENTATIVE DID NOT FIRST APPROVE IN WRITING.

**3 RECEIPT FOR SERVICES.** The Contractor shall perform the Services in the manner specified in the Contract. The Contractor shall obtain a receipt therefore from the Government. The issue of such receipt shall in no way relieve the Contractor from his responsibility for re-performing deficient Services.

7-15

**Annex C**

**4 TIMELY PERFORMANCE.**

- 4.1 Contractor's timely performance is a critical element of this Contract. Time is of the essence in this Contract.
- 4.2 If Contractor becomes aware of difficulty in performing Services, Contractor shall timely notify Government, in writing, giving pertinent details. This notification shall not change any schedule.

**5 PAYMENTS, TAXES, AND DUTIES.**

- 5.1 Unless otherwise provided, terms of payment shall be net thirty (30) from the latest of the following: (i) Government's receipt of Contractor's accurate invoice in accordance with proper invoicing instructions as identified on the PO, or other master-type agreement; (ii) delivery of the Services ordered under the Contract. Government shall have a right of setoff against payments due or at issue under this contract or any other contract between Government and Contractor.
- 5.2 Each payment shall be made subject to a reduction to the extent of amounts which are found by Government not to have been properly payable and shall also be subject to reduction for overpayments.
- 5.3 Payment shall be deemed to have been made as of the date of mailing Government's payment or electronic funds transfer.
- 5.4 Unless otherwise specified, prices include all applicable federal, state and local Tax, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

**6 ADVANCE PAYMENT.**

- 6.1 Subject to an agreement in writing by both parties and as a condition precedent to any advance payment (including any progressive payment before delivery) to be made by the Government ("Advance Payment"), the Contractor shall prior to or at the time such Advance Payment is made lodge with the Government an irrevocable Banker's Guarantee (in the format and under the conditions set out in the Contract) from a bank/insurance company registered with the Federal Deposit Insurance Corporation ("FDIC") covering the full amount of the Advance Payment.
- 6.2 The Banker's Guarantee shall be effective for the period stated in the Contract. The Contractor shall procure the extension of the Banker's Guarantee in the event that delivery is not completed with the scheduled delivery. All charges incurred by the Contractor in obtaining and maintaining the Banker's Guarantee, unless caused solely by the default of the Government shall be borne by the Contractor.

**Annex C**

6.3 The Banker's Guarantee shall be exercisable by the Government:

6.3.1 To obtain repayment to the Government of all amounts paid by the Government less the amounts paid by the Government for the Services performed upon termination of the Contract. If the Contract is terminated due to the Contractor's default, the Contractor shall be liable for interest compounded monthly on the amount repayable by the Contractor at the FDIC prime rate prevailing at the time of the termination; and

6.3.2 To pay any other monies owing to the Government by the Contractor under or pursuant to the Contract.

**7 SUSPENSION OR DELAY IN PERFORMANCE.**

7.1 If there is delay in the performance of the Services under the Contract due to any of the following circumstances, namely, acts of God, force majeure, riots and civil commotion, strikes, lock-outs or other causes or perils beyond the Contractor's control, or any event which seriously disrupts public safety, peace or good order, then in any such case the Government shall have the right to suspend performance of the Contract after giving the Contractor seven (7) days' written notice. The Contractor shall for the duration of any such circumstance aforesaid, be relieved of his obligation to perform such Services thereby affected but the provisions of the Contract shall remain in full force in regard to any Services not affected by such circumstances aforesaid. Neither party shall be liable to the other during the duration of any such circumstances aforesaid.

7.2 Failure of the Contractor's subcontractors or suppliers to perform their obligations shall not be regarded as circumstances beyond the control of the Contractor unless such subcontractors or suppliers would not have been liable for any failure to perform their obligations pursuant to Clause 7.1 if Clause 7.1 were applied to them.

7.3 The Contractor shall resume performance of the Contract after the event occasioning the suspension referred to in Clause 7.1 above ceases or abates upon the Government giving the Contractor seven (7) days' written notice to do so.

7.4 If the Contractor fails to complete the performance of Services by the date specified in the "Requirement Specifications", the Government shall, in addition to and without prejudice to any other rights and remedies, have the right to:

7.4.1 Cancel all or any such items of Services from the Contract without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Contractor or shall be recoverable as damages; or

7-3  
Page 5 of 18

**Annex C**

- 7.4.2 Deduct from any monies due or to become due to the Contractor or require the Contractor to pay (including Saturdays, Sundays and public holidays), liquidated damages for every day of delay until the Goods are delivered].

**8 SUB-CONTRACTING AND ASSIGNING.**

- 8.1 The Contractor shall not sub-contract or assign or transfer any of its rights and obligations under the Contract to any other person without the prior written consent of the Government.
- 8.2 The Contractor shall be responsible for the acts, defaults, neglects or omissions of any assignee or sub-contractor, their agents or employees as fully as if they were the acts, defaults, neglects or omissions of the Contractor, his agents or employees.

**9 REPLACEMENT OF PERSONNEL.** The Contractor shall replace its personnel with equally qualified personnel within fourteen (14) days from the date of written notice from the Government if in the opinion of the Government:

- 9.1 The personnel is incompetent or unable for any reason to carry out the Services and all efforts by the Contractor have failed to resolve the issue within the said period;
- 9.2 The conduct of the personnel is found to be detrimental to the national security of the Republic of Singapore; or the personnel is for any other reason deemed to be inappropriate for performing the Services.

**10. TERMINATION.**

**10.1 Termination for Convenience.**

- 10.1.1 For specially performed Services: Government may terminate part or this entire Contract for its convenience by giving written notice to Contractor. Upon receipt of such notice Contractor shall immediately: (i) cease work; (ii) prepare and submit an itemization of all completed and partially completed deliverables and services; (iii) deliver to Government deliverables satisfactorily completed up to the date of termination at the agreed upon prices in this Contract; and (iv) deliver upon request any Services in process. Contractor shall use reasonable efforts to mitigate Government's liability under this paragraph. Government's only obligation shall be to pay Contractor a percentage of the price reflecting the percentage of the Services performed in accordance with the Contract schedule prior to the notice of termination, plus reasonable charges that Contractor can demonstrate to the satisfaction of the Government, using generally accepted accounting principles, have resulted from the termination. Contractor shall not be paid for any Services performed or

**Annex C**

costs incurred which reasonably could have been avoided.

10.1.2 For other than specially performed Services: Government may terminate part or this entire Contract for its convenience by giving written notice to Contractor.

10.1.3 In either case, Contractor shall continue all Services not terminated.

10.1.4 In no event shall Government be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. Contractor's termination claim shall be submitted within sixty (60) days from the effective date of the termination.

**10.2 Termination for Default.**

10.2.1 Government, by written notice, may terminate this Contract for default, in whole or in part, if Contractor fails to comply with any of the terms of this Contract, fails to make progress as to endanger performance of this Contract, or fails to provide adequate assurance of future performance. Contractor shall have ten (10) days (or such longer period as Government may authorize in writing) to cure any such failure after receipt of written notice from Government.

10.2.2 Contractor shall continue all Services not terminated.

10.2.3 If after termination for default it is later determined that Contractor was not in default, such termination shall be deemed a Termination for Convenience.

**11 INSURANCE.** In the event that Contractor, its employees, agents, or subcontractors enter the site(s) of Government for any reason in connection with this Contract, then Contractor and its subcontractors shall procure and maintain worker's compensation (with a waiver of subrogation in favor of Government), automobile liability, comprehensive general liability (bodily injury and property damage) insurance in amounts reasonably acceptable to Government, and other such insurance as Government may reasonably require. With respect to any injury, including, but not limited to, death, to employees of Contractor or Contractor's agents, subcontractors or suppliers, Contractor's obligation to indemnify and defend in accordance with this paragraph shall apply regardless of cause. Contractor shall provide to the Government Procurement Representative thirty (30) days advance written notice prior to the effective date of any cancellation of change in the term or coverage or any of Contractor's required insurance, provided however such notice shall not relieve Contractor or its obligations to procure and maintain the required insurance. If requested, Contractor shall send a "Certificate of Insurance" showing Contractor's compliance with these requirements. Contractor shall name Government as additional insured for the duration of this Contract. Property and Contractor's Equipment Insurance maintained pursuant to this paragraph shall be considered primary as respects the interest of Government and is not contributory with any insurance that Government may carry. "Subcontractor" as used in this paragraph

**Annex C**

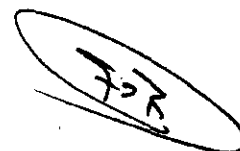
shall include Contractor's subcontractors at any tier.

**12 WARRANTY.**

- 12.1 The Warranty Period shall commence on the date of acceptance of the Services. The length of the Warranty Period shall be twelve (12) months or such period as agreed in writing.
- 12.2 If any Service performed is found during the Warranty Period to be deficient, the Contractor shall at the written notification of the Government, re-perform the same, at the expense of the Contractor within one (1) week, which shall commence from the said notification and end upon the satisfactory completion of the re-performed Service.

**13 CONSORTIUM OR JOINT VENTURE.**

- 13.1 This Clause 13 shall apply if the Government accepts a Tender Offer submitted by a Consortium or joint venture.
- 13.2 As used in this Contractor, "Consortium" means an unincorporated joint venture through the medium of a consortium or partnership.
- 13.3 Joint and Several Responsibility. Each member of the Consortium shall be jointly and severally responsible to the Government for the due performance of this Contract.
- 13.4 Addition of members to Consortium. Any introduction of, or changes to, Consortium membership (including any changes to the role and responsibilities of Consortium members) must be approved in writing by the Government. Should additional member(s) be added to the Consortium at any time with the approval of the Government, he or they shall be deemed to be included in the expression "the Contractor."
- 13.5 Withdrawal from Consortium. If any member of the Consortium withdraws from the Consortium, is adjudicated a bankrupt by a duly constituted judicial tribunal, goes into liquidation, is wound up or ceases to exist in accordance with the laws of the country of incorporation:
- 13.5.1 This contract shall continue and not be dissolved; and
- 13.5.2 The remaining member(s) of the Consortium shall be obliged to carry out and complete the Contract.



**14 INTELLECTUAL PROPERTY RIGHTS INDEMNITY.**

- 14.1 The Contractor warrants that the Services do not infringe any copyrights, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, integrated circuit topography, know-how and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields (hereinafter referred to as "Intellectual Property"). Notwithstanding the above, the Contractor shall indemnify the Government and its agents against all Intellectual Property infringement claims including any costs and expenses in respect thereof.
- 14.2 Contractor warrants that the Services performed and delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country and is free and clear of all liens, licenses, claims, and encumbrances.
- 14.3 Contractor agrees that Government is the sole owner of any intellectual property developed under this Contract, and that Contractor shall have no right in such intellectual property except as specifically authorized by Government.

**15 GOVERNMENTAL REGULATIONS.**

- 15.1 The Contractor shall, at its own costs, obtain and maintain all license and authorizations, including export licenses and permits and other governmental authorizations or certification required without any restrictions or qualifications whatsoever so as to enable the Contractor to fulfill all its obligations under the Contract.
- 15.2 In connection with the performance of its obligations under the Contract, the Contractor shall give all notices and pay all fees required to be given or paid under any applicable law.
- 15.3 In connection with the performance of its obligations under the Contract, the Contractor shall conform in all respects with the provisions of all applicable laws and shall keep the Government indemnified against all penalties and liabilities of every kind for the breach of any such laws.

**16 MECHANICS AND OTHER LIENS.**

- 16.1 TO THE EXTENT PERMITTED BY LAW, CONTRACTOR AGREES THAT IT WILL NOT ASSERT ANY MECHANICS LIEN, OR ANY OTHER LABOR OR MATERIAL LIEN, AGAINST ANY PROPERTY OWNED BY OR IN THE CARE, CUSTODY OR CONTROL OF GOVERNMENT TO SECURE PAYMENT OF ANY AMOUNTS THAT MAY BECOME DUE TO CONTRACTOR FOR FURNISHING ANY LABOR OR MATERIAL IN PERFORMANCE OF THIS CONTRACT OR FOR PERFORMING ANY WORK ASSOCIATED THEREWITH. CONTRACTOR UNDERSTANDS THAT BY ACCEPTING THIS CONTRACT IT HAS WAIVED ITS RIGHTS

7-28

**Annex C**

(IF ANY) TO ASSERT A LIEN AND IT WILL BE PRECLUDED FROM EXERCISING THE MECHANICS LIEN RIGHTS IT MAY OTHERWISE BE AFFORDED UNDER APPLICABLE STATE LAW. CONTRACTOR SHALL COOPERATE IN PROVIDING AND FILING ANY WAIVERS AND/OR RELEASES OF LIEN THAT GOVERNMENT MAY REQUIRE. IN THE EVENT THAT APPLICABLE LAW DOES NOT PERMIT THE CONTRACTOR'S WAIVER OF LIENS IN ADVANCE, CONTRACTOR AGREES THAT IT SHALL FOREBEAR FROM FILING A LIEN UNLESS AND UNTIL IT COMPLETES THE WORK REQUIRED BY THE CONTRACT AND WILL PROVIDE A RELEASE AND WAIVER SIMULTANEOUS WITH FINAL PAYMENT UNDER THE CONTRACT.

- 16.2 Contractor agrees to secure releases and waivers of lien in favor of Government from Contractor's suppliers and subcontractors coincident with Contractor's final payments to them. In the event any of Contractor's suppliers or subcontractors assert a mechanics lien, or any other labor or material lien, against any property owned by or in the care, custody or control of Government, Government at its election may immediately satisfy such lien and charge all amounts (including reasonable attorney's fees) associated with satisfying such lien to Contractor and/or offset such amounts against payments owed to Contractor.
- 17 **OCCUPATIONAL SAFETY AND HEALTH.** Contractor shall notify Government promptly in writing if a charge of noncompliance with the Occupational Safety and Health Act of 1970, as amended has been filed against Contractor arising from or related to Contractor's Services performed hereunder on premises owned, leased or operated by Government.
- 18 **FAILURE TO MEET PAYROLL.** If Contractor fails to meet its payroll or employee benefit obligations and such failure disrupts, delays, or otherwise hinders delivery and/or performance of Services under this Contract and/or Government's prime contract, Government may, without accepting responsibility or liability for Contractor's payroll or employee benefit obligations, solicit, recruit, hire, or otherwise employ or retain Contractor's employees who are deemed by Government to be necessary for delivery and performance of the Services being provided under this Contract. Any action taken by Government under this Article shall not relieve the Contractor of any liability for default under this Contract.
- 19 **NO RIGHTS FOR THIRD PARTIES.** Save as provided for under the Contract, a person who is not a party to this Contract shall have no rights under this Contract or any related cause of action to enforce any of the terms of this Contract nor any claim in tort or contract.
- 20 **GRATUITIES/KICKBACKS/ETHICAL CONDUCT.** No gratuities (in the form of entertainment, gifts or otherwise) or kickbacks shall be offered or given by Contractor, or anyone acting on Contractor's behalf, to any employee of Government with a view toward securing favorable treatment as a supplier.
- 21 **INDEMNIFICATION OF GOVERNMENT AGAINST CLAIMS.**

**Annex C**

21.1 CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND, AT GOVERNMENT'S ELECTION, DEFEND GOVERNMENT, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LOSSES, COSTS, CLAIMS, PENALTIES, CAUSES OF ACTION, DAMAGES, LIABILITIES, FEES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES, ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, AND COURT COSTS, ARISING FROM OR RELATED TO ANY ACT OR OMISSION OF CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS AT ANY TIER, RELATED TO OR AS PART OF THE EXECUTION OF WORK TO BE PERFORMED OR OTHERWISE IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT (HEREINAFTER COLLECTIVELY REFERRED TO AS "CLAIMS"), ARISING FROM OR RELATED TO:

21.1.1 ANY INJURY, INCLUDING BUT NOT LIMITED TO DEATH, TO ANY PERSON(S), OR DAMAGE TO PROPERTY, ARISING FROM OR RELATED TO OR CAUSED OR CLAIMED TO HAVE BEEN CAUSED BY ACTS OR OMISSIONS OF CONTRACTOR, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, OR ANY OTHER PERSON OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, WITH RESPECT TO OR IN CONNECTION WITH SERVICES UNDER THIS CONTRACT.

21.1.2 ANY CLAIMS, MADE BY CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS (EXCEPT CLAIMS FOR PERSONAL INJURY OR DEATH ARISING FROM GROSS NEGLIGENCE OR INTENTIONAL TORTS ON THE PART OF GOVERNMENT) AGAINST GOVERNMENT OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS IN EITHER THEIR OFFICIAL OR INDIVIDUAL CAPACITIES.

21.1.3 ALLEGED IMPROPER CONDUCT OF ANY NATURE OR TYPE, INCLUDING, BUT NOT LIMITED TO, PHYSICAL, MENTAL OR SEXUAL ABUSE OR HARASSMENT, INVASION OF BODILY INTEGRITY, VIOLATION OF CIVIL RIGHTS, AND/OR DISCRIMINATION, BY OR ATTRIBUTABLE TO ANY OF CONTRACTOR'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR SUBCONTRACTORS.

21.2 CONTRACTOR'S FAILURE TO PAY ANY OF CONTRACTOR'S EMPLOYEES, AGENTS, SUPPLIERS, OR SUBCONTRACTORS, FOR SERVICES RENDERED UNDER THIS CONTRACT.

22 **MANDATORY ARBITRATION.** In the event of any dispute, question, disagreement, controversy or claim arising under this Contract, excepting the Government's right to seek equitable relief in a federal or state court as applicable, the parties agree that any

Page 11 of 18

7-23

**Annex C**

dispute, controversy or claim, whether based on contract, tort, statute, discrimination, retaliation, or otherwise, relating to, arising from or connected in any manner to this Contract, or to the alleged breach of this Contract, shall, upon written request of Government or Contractor be submitted to and resolved by binding arbitration. The arbitration shall be conducted in Washington, District of Columbia. The arbitration shall proceed in accordance with the commercial rules of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose, unless other rules are agreed upon by the parties. Any claims received after the applicable relevant statute of limitations period has passed shall be deemed null and void. Either party may bring an action in any court of competent jurisdiction in the Courts of the District of Columbia to compel arbitration under this Contract, to enforce an arbitration award, and to vacate an arbitration award. Each party will pay its own attorney's fees and other costs incurred by their respective attorneys and witnesses and share equally the actual costs of the arbitration including, without limitation, the costs and expenses of the arbitrator.

**23 APPLICABLE LAW AND JURISDICTION.** This Contract shall be governed by the laws of the District of Columbia. In the event that litigation results from or arises out of this Contract or the performance thereof, or any arbitration award, the parties agree that the Contractor shall reimburse the Government reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which it may be entitled.

**24 CUMULATIVE REMEDIES.** The rights and remedies of the Parties under the Contract are cumulative and are without prejudice and in addition to any rights or remedies a Party may have in law or in equity; no exercise by a Party of any one right or remedy under the Contract, or at law or in equity, shall (save to the extent, if any, provided at law or in equity) operate so as to hinder or prevent the exercise by it of any other such right or remedy.

**25 WAIVER AND VARIATION OF CONTRACT.**

25.1 No waiver or variation of the terms of the Contract shall be of any force unless such waiver or variation shall have first been expressly accepted in writing by the Contractor and the authorized contract signatory of the Government.

25.2 In no event shall any delay, failure or omission on the part of either of the Parties in enforcing or exercising any right, power, privilege, claim or remedy, which is conferred by the Contract, at law or in equity, or which arises from any breach by the other Party, be deemed to be or be construed as being (i) a waiver thereof or of any other such right, power, privilege, claim or remedy, or (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy, in any other instance at any time or times thereafter.

25.3 Any waiver (whether effected by a positive waiver or by a delay or failure in enforcement) by any Party hereto of its right, in any instance, to require compliance with any of the provision of the Contract by the other Party shall not prevent that Party (subject to reasonable notice where a positive waiver has been granted) subsequently requiring such compliance in respect of that instance by the

**Annex C**

other Party.

- 26 INCOTERMS.** Subject to any provision to the contrary in the Contract, "INCOTERMS ® 2010" (Publication No. 715E of the International Chamber of Commerce) shall be deemed to be incorporated to and shall form an integral part of the Contract. In the event that the INCOTERM chosen for this Contract is CPT or CIP to a destination other than an airport or a seaport, the Contractor shall provide the Government with the contact details of its inland freight forwarder in the country of destination.
- 27 CONFIDENTIALITY AND SECURITY.**
- 27.1 Except with the written consent of the Government, the Contractor shall not disclose the Contract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of the Government in connection therewith to any person.
- 27.2 In addition to the foregoing, the Contractor shall not make use of any information obtained directly or indirectly from the Government or compiled or generated by the Contractor in the course of this Contract which pertains to or is derived from such information, other than use for the purposes of this Contract, without the prior written consent of the Government.
- 27.3 The Contractor shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Contract in any media without the prior written consent of the Government.
- 27.4 The obligations of the Contractor under this Clause 27 shall be in addition to and without prejudice to any obligations it owes to the Government under any other confidentiality agreement(s) or obligations of confidentiality.
- 27.5 The employees and agents of the Contractor shall, if so required by the Government, sign an Undertaking to Safeguard Official Information in the form prescribed in the Schedule hereto.
- 28 SET-OFF.** Whenever under this Contract any sum of money (including liquidated damages and any other damages) shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or any other agreement with the Government. All offset or countertrade credit value resulting from this Contract, and any lower tier subcontracts, shall accrue solely to the benefit of Government. Contractor shall cooperate with Government in the fulfillment of any foreign offset/countertrade obligations.

**Annex C**

**29 SECURITY DEPOSIT.**

- 29.1 Subject to an agreement in writing by both parties and as a condition precedent to the initial payment to be made by the Government, for the due and faithful performance of the Contract, the Contractor shall lodge with the Government a Security Deposit for the sum of US\$0.00. The Security Deposit shall either be in the form of cash or, in lieu of cash and subject to an agreement in writing by both parties, a Performance Bond strictly in compliance with the format enclosed in the Contract issued by a bank or insurance company registered with FDIC.
- 29.2 All charges incurred by the Contractor in obtaining and maintaining the Security Deposit shall be met by the Contractor. The Security Deposit shall be valid until three (3) months after the delivery of all the Goods and Services under the Contract. In the event the delivery is deferred for any reason, the Security Deposit shall be correspondingly extended by the Contractor at his own expense. At the end of the said three (3) months or extension, the Security Deposit (or any balance thereof remaining for the credit of the Contractor) shall be released and refunded without interest subject to any deduction as may be made therefrom.
- 29.3 In the event of any default or breach of any of the obligations by the Contractor under the Contract, the Government may at its sole discretion draw on the Security Deposit to satisfy any liquidated or other damages as may become due to the Government under the Contract if the Government has, prior to drawing on the Security Deposit, notified the Contractor in writing of the default or breach and given the Contractor a minimum of thirty (30) days to rectify or remedy the default or breach or (if the default or breach cannot be fully rectified or remedied) to pay damages to the amount specified in the notice and the Contractor has failed to comply fully with the notice.
- 29.4 The provisions of this Clause 29 shall not affect the rights and remedies expressly reserved herein to the Government or bar the Government from claiming loss, expense, costs or damages incurred or sustained or likely to be sustained by the Government as a result of any breach of contract of whatsoever nature by the Contractor.

**30 WAIVER, APPROVAL AND REMEDIES.**

- 30.1. Failure by Government to enforce any provision(s) of this Contract shall not be construed as a waiver of the requirement(s) of such provision(s), or as a waiver of the right of Government thereafter to enforce each and every such provision(s).
- 30.2. Government's approval of documents shall not relieve Contractor from complying with any requirements of this Contract.
- 30.3. The rights and remedies of Government in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

**Annex C**

30.4 If this Contract expires, is completed or is terminated, Contractor shall not be relieved of those obligations contained in the following provisions:

- (a) Applicable Laws
- (b) Definitions
- (c) Disputes/Jury Waiver
- (d) Independent Contractor Relationship
- (e) Intellectual Property
- (f) Warranty

**31 CONFLICT OF INTEREST.**

31.1 The Contractor warrants that, at the date of entering into the Contract, no conflict of interest exists or is likely to arise in the performance of the Services and of its obligations under the Contract.

31.2 If, during the term of the Contract, a conflict or risk of conflict of interest arises, the Contractor will notify the Government immediately in writing of that conflict or risk and will comply with any requirement of the Government to eliminate or otherwise deal with that conflict or risk of conflict.

31.3 If the conflict of interest cannot be resolved, the Government shall have the option to terminate the Contract with immediate effect.

**32 SEVERABILITY.** Each paragraph and provision of this Contract is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

**33 COUNTERPARTS/ELECTRONIC SIGNATURES.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Contract, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

72B

Annex C

**SCHEDULE**

**UNDERTAKING TO SAFEGUARD OFFICIAL INFORMATION**

My attention has been drawn to the Singapore Official Secrets Act (Chapter 213, Revised Edition 2012) and in particular to Section 5 thereof which relates to the safeguarding of official information.

I understand and agree that all official information acquired by me in the course of my work and consultancy with any government department, statutory board or government-owned company is strictly confidential in nature, and is not to be published or communicated by me to any unauthorized person in any form at any time, without the official sanction of the relevant Permanent Secretary or the Chief Executive Officer of the statutory board or government-owned company.

I further understand and agree that any breach or neglect of this undertaking may render me liable to prosecution under the Official Secrets Act.

FRANCIS O'BRIEN  
(Signature of Officer)

FRANCIS O'BRIEN  
(Full name in BLOCKS and NRIC)

Principal  
(Designation)


The Intelli Group  
(Name of Company)

\_\_\_\_\_  
(Date)

AX  
(Signature of WITNESS)

SITI NURASYIKIN AZMAN  
(Full name in BLOCKS)

FIRST SECRETARY (INFORMATION)  
(Designation)

  
Ministry/Government Dept/Statutory  
Board/Government-owned Company

\_\_\_\_\_  
(Date)

**COMPENDIUM OF CLAUSES FOR PERIOD CONTRACTS<sup>1</sup>**

**A1 COMMENCEMENT AND DURATION OF CONTRACT.** This Contract shall commence on 1 March 2018 and shall remain in force in the manner specified in the Contract for a period of 2 years (the "Contract Period").

**A2 OPTION TO EXTEND.<sup>2</sup>** The Contractor grants the Government the option to extend the Contract for a further period of 1 year at the sole discretion of the Government. The Government may exercise this option by giving written notice to the Contractor at least one (1) month prior to the end of the Contract Period. Unless otherwise specifically agreed between the Parties, the purchase made during the extended period shall be subject to the same terms and conditions (inclusive of any amendments), and the Services purchased shall form part of the Services defined in this Contract.

**A3 PURCHASE ORDERS.**

A3.1 All orders for Services to be supplied under the Contract shall be given from time to time, in writing, by the Government by the appropriate order form (the "Purchase Order"). All such Purchase Orders shall clearly state the details and nature of the Services to be supplied and shall also state the amount, calculated at the rates in the Contract that shall become due to the Contractor on the satisfactory completion of all the Services specified on such Purchase Orders. On satisfactory completion of such supply the Contractor shall submit his bill/invoice to the Government who shall certify the same for payment to the Contractor at the time and in the manner hereinafter provided.

A3.2 Purchase Orders may be sent by fax, electronic mail or post to the fax numbers, electronic mail addresses and/or address provided by the Contractor in the Tender Offer. The Purchase Order shall be deemed to be given to and received by the Contractor: (a) in the case of a Purchase Order sent by post, two business days after the day of dispatch; and (b) in the case of a Purchase Order sent by fax or electronic mail, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day.

A3.3 On receipt of any Purchase Order the Contractor shall commence performance of the Services referred to therein and complete the same in accordance with the timelines stated in the Requirement Specifications, Purchase Order or Contract (as the case may be) or otherwise as expeditiously as possible.

<sup>1</sup> Note: The clauses herein should be used only if a period contract is envisaged.

<sup>2</sup> Note: This clause should only be included if the Government requires an option to extend the Contract.

**Annex C**

**A4 OWNERSHIP OF INTELLECTUAL PROPERTY.**

A4.1 For the purposes of this Clause A4:

A4.1.1 "Background IP" means IP which is created prior to or independently of this Contract.

A4.1.2 "Foreground IP" means IP which results from or is generated pursuant to or for the purpose of this Contract.

A4.1.3 "IP" means intellectual property and shall include patents, copyright, industrial design and integrated circuit topography.

A4.1.4 "Territory" means the United States of America.

A4.2 Nothing in this Contract shall affect any person's right to own or license Background IP.

A4.3 All Foreground IP created by the Contractor, its subcontractor or supplier shall vest in the Government. The Contractor shall, by way of present assignment of future IP, do all things necessary to ensure that all Foreground IP is assigned to the Government absolutely. The Contractor shall do all such things and to sign and execute all such documents as may reasonably be required in order to perfect, protect or enforce any of the Foreground IP assigned and granted to the Government.

A4.4 The Contractor shall obtain for and grant to the Government and its agent, free of any additional charge, a perpetual, non-exclusive license, to use in the Territory all Background IP owned by or licensed to the Contractor, its subcontractor or supplier.

A4.5 For the avoidance of doubt, any IP in any results, report, data or information generated or produced by the Government or another person on behalf of the Government as a result of this Contract shall be owned by the Government.

A4.6 If the Contractor, its subcontractor or supplier intends to sell or transfer their Background IP, the Contractor shall ensure that the purchaser of the Background IP and every successor in title to the interest in the Background IP has prior written notice of the license that the Contractor, its subcontractor or supplier has granted to the Government.

A4.7 If any license granted or obtained for Background IP under this Clause is registrable under any IP registration system in the Territory, the Contractor shall:

A4.7.1 Register the license under the IP registration system in the Territory; and

A4.7.2 Deliver copies of documentary proof of such license registration to the Government as soon as possible.

772

### CONTRACT AGREEMENT

- Contract of two years at USD 432,000 (excluding VAT) with an option to extend by one year
- Monthly contract rate of USD 18,000
- Contract commences 01 March 2018

This Contract is made on 27 February 2018 between the Government of the Republic of Singapore as represented by the Ministry of Foreign Affairs (MFA) and the Embassy of the Republic of Singapore in Washington DC (the "Government") and The Fratelli Group (the "Contractor").

Whereas the Government requires the provision of **Media/Public Relations Consultancy**, and other related services as described in the Requirement Specifications (Annex D) (the "Services") and has accepted a tender by the Contractor for the supply of the same.

Whereas it was agreed that the Government and the Contractor shall execute a formal agreement incorporating the Conditions of Contract and Requirement Specifications set out in the Invitation to Tender together with such further terms and conditions, if any.

#### NOW IT IS HEREBY AGREED AS FOLLOWS: -

- 1 Unless otherwise specified or the context otherwise requires, all capitalised terms used in this Contract shall have the same meanings given to them in the Conditions of Contract.
- 2 The following documents are annexed and shall be deemed to form and be read and construed as part of this Contract:
  - (a) Instructions to Tenderers;
  - (b) Conditions of Contract;
  - (c) Requirement Specifications; and
  - (d) the Contractor's Tender Offer
- 3 In consideration of the payments to be made by the Government to the Contractor under this Contract, the Contractor agrees to provide the Services mentioned in the Contract in conformity in all respects with the provisions of the Contract.
- 4 The Government agrees to pay to the Contractor in consideration for the provision of the Services mentioned in the Contract in conformity in all respects with the provisions of the Contract.

Annex E


IN WITNESS WHEREOF the Parties hereto have by their respective duly authorised representatives have hereunto set their respective hands the day, the month and the year first above written.

Signed by

Government of the  
Republic of Singapore

  
ASHOK KUMAR MIRPURI, AMBASSADOR  
(Name and Designation)

in the presence of -

  
SITI NURASYIKIN AZMAN  
FIRST SECRETARY (INFORMATION)  
(Name and Designation)

Signed by

for and on behalf of  
the said Contractor

  
Francis P. R. Principal  
(Name and Designation)

in the presence of -

  
Jennifer S. Principal  
(Name and Designation)